IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

DATE OF DECISION: 4.10.2010

Pritam Singh **...Petitioner**

VERSUS

Hardam Singh & Anr. **…Respondents**

CORAM

HON'BLE MR.JUSTICE PERMOD KOHLI

PRESENT: Mr.Dhirinder Chopra, Advocate for the petitioner

Mr.H.S.Guram, Advocate for
Mr.K.S.Chahal, Advocate for respondent

Permod Kohli, J. (Oral)

This revision petition has been directed against the judgment and decree dated 12.12.2002 passed by the Additional District Judge, Sangrur in appeal whereby the judgment and decree dated 23.9.2002 passed by the Civil Judge (Sr.Divn.), Sangrur has been reversed and resultantly, a decree for an amount of Rs.15000/- alongwith costs and interest thereon has been passed in favour of respondent no.1, plaintiff in the suit.

Briefly stated the facts as emerge from the record are that respondent-Hardam Singh filed a suit for recovery of an amount of Rs.22800/- (Rs.15000/- being the principal and Rs.7800/- being interest

thereon), in the Court of Civil Judge (Sr.Division), Sangrur. According to the averments made in the plaint, the plaintiff and defendant-Pritam Singh were having joint business and joint account with the respondent no.2-Punjab and Sindh Bank, Sangrur. Though the parties have settled the said joint account, however, two drafts bearing No.401144 dated 18.9.1995 for an amount of Rs.20,000/- issued by one Ashok Kumar and a draft No.401323 dated 14.12.1995 for an amount of Rs.10,000/- in the joint name of the plaintiff and defendant no.1 were deposited by Pritam Singh in a separate account maintained with Punjab and Sindh Bank and utilized the money for his benefit. The plaintiff accordingly filed a suit for recovery of Rs. Rs.15000/- alongwith costs and interest thereon.

The defendant while admitting that the parties were having joint venture and joint account, pleaded that the joint account was settled mutually vide a writing Ex.DW7/A in the ledger Ex.DW7/B by the parties and after the aforesaid settlement, no amount is due and payable by him to the plaintiff. Relying upon the aforesaid settlement, the trial court dismissed the suit of the plaintiff holding that the settlement applies to the aforesaid two drafts as well. Aggrieved of the aforesaid findings vide the judgment and the decree of the trial court dated 23.9.2002, the plaintiff filed first appeal before the Additional District Judge, Sangrur. The first appellate court vide the impugned judgment dated 12.12.2002, reversed the decree passed by the trial court and decreed the suit of recovery for a sum of Rs.15000/- with costs and interest thereon @ 6% per annum in favour of respondent no.1, herein. The first appellate court found that the settlement Ex.DW7/A was in respect of joint account and could not have been extended to the separate account whereunder Pritam Singh had deposited

the two drafts and withdrawn the amount. It was accordingly held that the amount deposited through the two drafts referred to herein above was to be equally shared by plaintiff and defendant Pritam Singh which amount having not been paid to the plaintiff, the first appellate court passed the decree in favour of the plaintiff. There are findings of fact recorded by the first appellate court. It is this decree which is under challenge in the present revision petition.

I have heard learned counsel and gone through the paper-book.

It is settled principle of law that the first appellate court is the final court of facts and thus, in exercise of the revisional jurisdiction, this Court is not required to interfere unless the findings are proved to be perverse. After going through the record, I find that findings recorded by the first appellate court are not perverse in any manner, rather the findings are based on correct appreciation of facts. No interference is warranted.

Dismissed.

(PERMOD KOHLI)
JUDGE

4.10. 2010
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